

EXHIBIT C

AGREEMENT NO: 04-TR01

Between

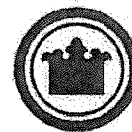
KING COUNTY

and

TITAN OUTDOOR LLC

**Transit Advertising Sales
and Related Support Services**

JANUARY 2005



King County
Metro Transit Division
Sales & Customer Services Section
Department of Transportation
King Street Center
201 South Jackson Street
M.S. KSC-TR-0322
Seattle, WA 98104-3856

CONTRACT

THIS CONTRACT, made this 3RD Day of NOVEMBER, 2004, by and between King County, Washington, (hereinafter "County") and Titan Outdoor LLC (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No: 04-TR01

Contract Title: Transit Advertising Sales & Related Support Services

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the rates and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the Contractor agrees to pay the County the Contract rates Provided herein for the revenues related to the Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; [1] Contract Amendments; [2] the Contract Document which includes: Contractual Terms and Conditions, Insurance Requirements, Federal Transit Administration (FTA) Requirements, Scope of Work, Attachments C-1) KCM's Total Projected Vehicles in Assigned Fleet 2005-2009, C-2) KCM's Projected Exterior Display Spaces by Vehicle Type & Display Size 2005-2009, C-3) KCM's Total Projected Exterior Display Spaces by Display Size 2005-2009, C-4) KCM's Total Projected Interior Display Spaces 2005-2009, C-5) Annual Values by Display Type 2005-2009; and [3] RFP Addenda; [4] Request for Proposals; [5] the proposal.

COMPANY NAME: TITAN OUTDOOR LLC

ACCEPTED BY:

BY:

Donald R Allman
Authorized Signature

DONALD R ALLMAN President/CEO
Name and Title (Print or Type)

Date Accepted: October 21, 2004

KING COUNTY APPROVED

Keww Desmond
Signature

Keww Desmond General Manager
Name and Title (Print or Type)

Date Accepted: 11/3/04

**Agreement
for
Transit Advertising Sales
and
Related Support Services**

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ATTACHMENTS:

Attachment C-1: King County Metro's Total Projected Vehicles in Assigned Fleet by Vehicle Description 2005-2009

Attachment C-2: King County Metro's Projected Exterior Display Spaces by Vehicle Type and Display Size 2005-2009

Attachment C-3: King County Metro's Total Projected Exterior Display Spaces by Display Size 2005-2009

Attachment C-4: King County Metro's Total Projected Interior Display Spaces 2005-2009

Attachment C-5: Annual Values by Display Type 2005-2009

Attachment B-1: Proposed Guarantee Form - Additional Vehicles (Option)

commercial rates on the approved rate card as per Section 11.1. To the extent exterior spaces are not used as transit committed spaces or advertising promotion spaces and are not sold at commercial rates, they may be used first, by the County for additional transit information and promotion purposes or for transit-related cooperative promotions between the County and third parties and then, if any spaces remain unfilled, sold by the Consultant at noncommercial rates on the approved rate card. If an exterior space is not filled pursuant to the above allocations, the Consultant shall fill such space with a transit-related default sign to the extent such signs are provided by the County.

- 5.3 The Consultant agrees to pick up silk-screened signs from sites specified by King County and store, mount, post and otherwise display King County's signs or transit-related cooperative promotion signs between the County and third parties in transit information and promotion spaces or transit-related default spaces, without any charge to King County.

6.0 Restrictions on Advertising

- 6.1 The Consultant agrees that it will strictly comply with the restrictions set forth in this Section and any other restrictions imposed by the County during the term of this Agreement. In no event, however, shall the Consultant be entitled as a result of complying with this Section to any additional compensation or to a reduction in the guaranteed amounts owed to the County under Section 16. In the event a proposed advertisement contains non-English language words or symbols, the Consultant shall be responsible for obtaining an interpretation from a qualified interpreter in order to determine whether the proposed advertisement complies with this Section. The Consultant also agrees to exercise its best efforts to encourage advertisers to use good taste in creating their displays. The Consultant shall immediately remove, at the Consultant's sole expense, any advertisement which the County has directed be removed.

- 6.2 The Consultant shall not place in or on a transit vehicle any advertising that (i.) promotes or depicts the sale, rental, or use of, or participation in, the following products, services or activities; or (ii) that uses brand names, trademarks, slogans or other material which are identifiable with such products, services or activities.

A. tobacco products

B. beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Washington law

C. films rated "X" or "NC-17" or video games rated "A" or "M"

D. adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments

E. adult telephone services, adult Internet sites and escort services

- 6.3 The Consultant shall not place in or on a transit vehicle any advertising that promotes any activity or product that is illegal under federal, state or local law.

- 6.4 The Consultant shall not place in or on a transit vehicle any advertising that contains or involves the following:

A. Any material that describes, depicts or represents sexual or excretory organs or activities in a way:

- (1) which the average adult person, applying contemporary community standards, would find, when considered as a whole, appeals to the prurient interest of minors in sex; and
- (2) which is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable material for minors to see; and

- (3) which, when considered as a whole in the context in which it is used, lacks serious literary, artistic, political, medical, health or scientific value.

For purposes of this subsection, "sexual or excretory organs" shall mean and include the male or female pubic area, anus, buttocks, genitalia, or any portion of the areola or nipple of the female breast and "sexual or excretory activities" shall mean and include actual or simulated sex acts of every nature (including but not limited to touching of one's own or another's clothed or unclothed sexual or excretory organs), urination and defecation.

- B. Any material that depicts, or reasonably appears to depict, a person under the age of eighteen (18) exhibiting his or her sexual or excretory organs or engaging in sexual or excretory activities.
 - C. Any material that the Consultant knows or reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.
 - D. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.
 - E. Any material directed at a person or group that is so insulting, degrading or offensive as to be reasonably foreseeable that it will incite or produce imminent lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order.
 - F. Flashing lights, sound makers, mirrors or other special effects that interfere with the safer operation of the bus or the safety of bus riders, drivers of other vehicles or the public at large.
- 6.5 Prior to giving notice to an advertiser that a proposed advertisement has been rejected pursuant to Subsections 6.2, 6.3 or 6.4 the Consultant shall inform the County.
- 6.6 The Consultant is permitted to sell political and other noncommercial advertising but shall ensure that any advertising which does not relate to a clearly-identifiable commercial product, service or business must include the following phrase in clearly visible letters (in letters no smaller than 72 point type for exteriors and 24 point type for interiors):

"Advertisement paid for by _____"

- 6.7 The County shall refer complaints received about an advertisement to the Consultant who shall respond to the complainant in writing within three business days and send a copy to the County. In the event a complaint is received, the Consultant agrees to obtain and keep on file a phone number for referral of complainants to the advertiser who created the advertising.
- 6.8 Any advertising undertaken to promote transit advertising or County transit programs shall be approved in writing by the County prior to being posted.

7.0 Materials, Equipment and Supplies

- 7.1 Except for exterior frames which shall be supplied by the County, the Consultant shall furnish at its expense all equipment, supplies and materials necessary and incidental to the solicitation, sale and posting of advertising material under this Agreement. The Consultant's obligation shall include, but is not limited to, furnishing, at its expense, the non-metal straps which shall be used to secure all interior advertising signs.
- 7.2 King County shall provide frames on its vehicles and provide normal maintenance services to keep the frames in good repair.